

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Kamlesh Banga

(b) County of Residence of First Listed Plaintiff Solano
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Kamlesh Banga, In Pro se, (707) 342-1692

DEFENDANTS

Cal State 9 Credit Union and Equifax Information Services, LLC.

County of Residence of First Listed Defendant California
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 5 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input checked="" type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input checked="" type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
		IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN

- (Place an "X" in One Box Only)
- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 USC 1681, et seq.

Brief description of cause:
Defendants violated FCRA as to plaintiff

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ 150,000

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S)

IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE
06/18/2008

SIGNATURE OF ATTORNEY OF RECORD

Kamlesh Banga

Kamlesh Banga

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

SF / oalc

San 582

3:08-cv-03015-MMC

Kamlesh Banga
P.O. Box 6025
Vallejo, CA 94591
(707)342-1692

FILED

JUN 18 2008

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

Handwritten: A
Filed
Per
(4)
ISS.

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF CALIFORNIA

KAMLESH BANGA,

Plaintiff,

vs.

CAL STATE 9 CREDIT UNION; EQUIFAX
INFORMATION SERVICES, LLC, and
Does 1 through 10 inclusive,

Defendants

CASE NO.:
Complaint Filed:

COMPLAINT

ADR

C08-03015

BZ

JURY TRIAL DEMANDED

INTRODUCTION

1. This case involves the rights under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681-1681u (hereinafter "FCRA"); Cal. Bus. & Prof. Code § 17200 et. seq.; and California Civil Codes § 1785.26(b)(c) of a person claiming to be damaged by the disclosure of false, derogatory, and inaccurate credit information to the consumer reporting agencies. This action also arises from defendant Cal State 9 Credit Union's willful procurement of plaintiff's credit report information from Equifax and Experian. This action also arises from defendant Equifax Information Services' (hereinafter "Equifax") willful distribution of plaintiff's credit report information to Cal State 9 Credit Union (hereinafter "Credit Union").

COMPLAINT

GO 44 SEC. N
NOTICE OF ASSIGNMENT
TO MAGISTRATE JUDGE SENT

JURISDICTION AND VENUE

1
2 1. The Court has jurisdiction of this litigation pursuant to the FCRA, 15
3 U.S.C. §1681p and 28 U.S.C. §1331. Jurisdiction over plaintiff's supplemental State
4 law cause of action exists under 28 U.S.C. § 1367. Venue lies in the Northern District
5 of California as plaintiff's claims arose from acts of the Defendants' perpetrated
6 therein.

TRIAL BY JURY

7
8 2. Plaintiff is entitled to and hereby requests a trial by jury. US Const.
9 amend. 7. Fed. R. Civ. Pro. 38.

REQUEST FOR EXEMPLARY/PUNITIVE DAMAGES

10
11 3. Plaintiff respectfully requests that this Court instruct the jury, as the
12 trier of facts, that in addition to actual or compensatory damages, punitive or
13 exemplary damages may be awarded against defendants under federal and state laws.

PRELIMINARY STATEMENT

14
15 4. This is an action for damages arising from Credit Union's failure to
16 comply with the terms of the Settlement Agreement entered between the parties on
17 August 18, 2006 in the Superior Court of Contra Costa County in the matter known as
18 *Banga v. Cal State 9 Credit Union* -C03-03227 – filed on December 31, 2003. On
19 December 12, 2006, Credit Union procured plaintiff's credit report for an account
20 review from Equifax under false pretenses.

21 5. Equifax violated FCRA when it sold plaintiff's credit report to Credit
22 Union for "account review" with whom she no longer had any account. Equifax's own
23 data showed that plaintiff's account was closed and paid in full and unavailable to her,
24 rendering the stated reason implausible. Possessed with information showing that the
25 stated reason offered for purchasing plaintiff's credit report was almost assuredly not
true, Equifax plowed ahead with the sale.

26 6. Equifax further violated FCRA when it sold plaintiff's credit report to
27 third party for promotional purposes. On April 14, 2003, plaintiff had placed a
28 promotional block on her credit report which prohibited Equifax from selling her
consumer report to any creditors for promotional purposes. On July 10, 2003, plaintiff

1 signed OPT OUT request for permanent exclusion of her consumer file from all
2 preapproved credit offers. Defendant sent an agreement to plaintiff that it would
3 protect her privacy.

4 PARTIES

5 7. Defendant, Credit Union is a member of NCUA, is federally chartered
6 credit union, is now, and at all times mentioned in this complaint was, a corporation
7 organized and existing under the laws of the State of California, is engaged in the
8 banking business in California.

9 8. Equifax Information Services, LLC., a Georgia corporation, with its
10 principal place of business at 1600 Peachtree Street, NW, Atlanta, Georgia 30309.
11 Equifax is in the business of assembling and disseminating consumer credit
12 information to third parties. As such, defendant Equifax is a "consumer reporting
13 agency" as that term is defined in the Fair Credit Reporting Act, 15 U.S.C. § 1681a(f).

14 9 Plaintiff is unaware of the true names and capacities of the defendants
15 sued as Does 1 through 10 inclusive. Plaintiff will amend this complaint to allege the
16 true names and capacities of these defendants when they have been determined.

17 FACTUAL BACKGROUND

18 10. Plaintiff had Home Access Loan with Credit Union from December 1995
19 through June 1998. On June 18, 1998, plaintiff paid her loan in full and voluntarily closed
20 her account. On December 31, 2003, plaintiff filed a lawsuit against Credit Union as
21 follows: (1) On May 30, 1998, defendant falsely reported to Credit Reporting Agencies
22 that plaintiff's loan was one time sixty days (60) late and two times 30 days late; and
23 Credit Union also failed to inform plaintiff pursuant to California Civil Code Section
24 1785.26 (b)(c) that require a creditor may submit negative credit information
25 concerning a consumer to a consumer credit reporting agency, only if the creditor
26 notifies the consumer affected; (2) On October 21, 2002, defendant impermissibly
27 accessed plaintiff's credit report under false pretenses from Experian that it wanted to
28 review plaintiff's existing account; and (3) On October 22, 2003, Credit Union accessed
plaintiff's credit report for the second time after having been notified that
impermissibly obtaining a consumer report was illegal.

1 11. On August 18, 2006, parties entered into settlement agreement; and
2 subsequently plaintiff settled her case for all causes of action with Credit Union. By
3 executing this Settlement Agreement, Credit Union was prohibited from obtaining
4 plaintiff's consumer report from the credit reporting agencies.

5 12. In September of 2007, plaintiff discovered that on December 12, 2006,
6 Credit Union had obtained her credit report from Equifax for an account review. On
7 September 25, 2007, plaintiff wrote a letter to Credit Union and asked for an
8 explanation as to why her credit report had been obtained from Equifax for account
9 review since there was no account existed. Credit Union did not respond. On October
10 24, 2007, plaintiff sent another letter to Credit Union reiterating her request but to no
11 avail. Subsequently, plaintiff sent a letter to Equifax inquiring why it had provided
12 plaintiff's credit report for an account review to Credit Union since there was no
13 account existed. In this letter, plaintiff also mentioned to Equifax as to why her credit
14 report was sold to Washington Mutual for promotional purpose since her consumer file
15 was excluded permanently for all promotional purposes but to no avail.

16 **FIRST CAUSE OF ACTION**

17 ***Violations of The Fair Credit Reporting Act***
18 ***Violations of California Consumer Credit Reporting Act***

19 13. The allegations set forth in paragraphs 1 through 12 are realleged and
20 incorporated herein by reference, and plaintiff is informed and believes and on that
21 basis alleges for a first cause of action as follows.

22 14. In the course and conduct of its business in June of 1998 defendant
23 falsely reported to the credit reporting agencies that plaintiff's loan was one time sixty
24 (60) days and two time thirty (30) days late. The existence of this negative information
25 in plaintiff's consumer file caused damage to plaintiff's creditworthiness and her
26 application for credit cards were denied by several known or unknown prospective creditors
27 including Fleet Bank, Providian, and Juniper Bank. Credit Union's action also interfered
28 with plaintiff's efforts of obtaining lower interest rate in purchasing a car. Consequently,
Union suffered a pecuniary loss resulting from these denials. Moreover, not only Credit
Union provided inaccurate information to credit reporting agencies but it also charged

1 excessive interest and multiple late fees. Credit Union's furnishing of this false and
2 defamatory information to credit reporting agencies had violated plaintiff's rights
3 afforded to her under The Fair Credit Reporting Act (FCRA"), 15 U.S.C. § 1681, et seq.
4 and the California Consumer Credit Reporting Act.

5 15. Plaintiff had valid credit expectancy on her clean credit history and her
6 efforts to have it cleaned. Plaintiff's credit reports and credit score have been reviewed
7 many times by prospective and existing credit grantors and extenders of credit, and
8 the inaccurate and incomplete information had been a substantial factor in precluding
9 plaintiff from receiving many different credit offers and opportunities, known and
10 unknown, and from receiving the most favorable terms in financing and interest rates
11 for credit offers.

12 16. Credit Union repeatedly and knowingly violated plaintiff's rights afforded
13 to her under the Fair Credit Reporting Act and the California Consumer Credit
14 Reporting Act in that it had been failed to follow the reasonable procedures to assure
15 the maximum possible accuracy on plaintiff's credit reports; failed to investigate
16 dispute of debt before actually reporting unpaid balances to credit bureau as
17 delinquent; failed to investigate dispute before trying to collect the disputed debt; and
18 failed to notify credit reporting agency of ultimate resolution of the dispute. Any
19 person who willfully fails to comply with any requirement imposed under FCRA with
20 respect to any consumer is liable to that consumer. And further, pursuant to 15
21 U.S.C. § 1681o, any person who is negligent in failing to comply with any requirement
22 imposed under this title with respect to any consumer is liable to that consumer.
23 Credit Union knowingly provided derogatory information to the credit reporting
24 agencies and intentionally and willfully verified to the credit bureaus that that the
25 reported information as valid and accurate and acted with reckless disregard of its
truth

26 17. As a direct and proximate result of Credit Union's conduct as described
27 above, plaintiff suffered emotional distress upon learning that it had reported
28 inaccurate credit information to credit reporting agencies. Plaintiff is informed and
believes, and based on that information and belief alleges, that each recipient of her

1 consumer report was misled by the false information contained in her consumer report
2 and, as a result, plaintiff sustained a tremendous amount of financial loss,
3 humiliation, mental anguish, and emotional distress.

4 **SECOND CAUSE OF ACTION**
5 ***Violations of California Civil Code Section 1785.26 (b) (c)***

6 18. The allegations set forth in paragraphs 1 through 17 are realleged and
7 incorporated herein by reference, and plaintiff is informed and believes and on that
8 basis alleges for a second cause of action as follows:

9 19. Credit Union's actions towards plaintiff were intentionally deceptive and
10 malicious. Credit Union's actions were deceptive and malicious in that because it had
11 failed to notify plaintiff pursuant to California Civil Code Section 1785.26 (b)(c) that
12 requires creditor to notify consumers that negative information would be or had been
13 reported to credit reporting agencies.

14 20. As a direct foreseeable proximate result of Credit Union's conduct,
15 plaintiff was deprived to have a good credit standing and of all the benefits that a good
16 credit standing offered. Plaintiff is informed and believes, and based on that
17 information and beliefs alleges, that each recipient of a plaintiff's consumer report was
18 misled by the false information furnished by Credit Union.

19 **THIRD CAUSE OF ACTION**
20 ***Tortuous Interference With Credit Expectancy***

21 21. The allegations set forth in paragraphs 1 through 20 are realleged and
22 incorporated herein by reference, and plaintiff is informed and believes and on that
23 basis alleges for a second cause of action as follows.

24 22. Credit Union provided a defamatory statement to credit reporting
25 agencies about plaintiff's creditworthiness that her loan one time sixty (60) days and
26 two time thirty (30) days late. Credit Union's outrageous conduct was intentional and
27 it tortuously interfered with plaintiff's credit

28 23. The threshold determination in any tort case is whether the Credit
Union owes the plaintiff a duty of care or not. In the instant case, Credit Union owed

1 a duty of care to plaintiff. Credit Union breached its duty by submitting a false
2 statement to credit reporting agencies that plaintiff's loan one time sixty (60) days and
3 two time thirty (30) late. Credit Union knew very well that the statement it had
4 provided to credit reporting agencies was false and interference was certain to occur as
5 a result of its action.

6 24. No creditor reports a delinquency in order to benefit the debtor; rather,
7 such reports always harm the debtor's credit reputation. Plaintiff had valid credit
8 expectancy. Plaintiff's expectancy of obtaining financing at lower rate was disrupted
9 by Credit Union's false defamatory statement. Credit Union's actions proximately
10 caused various card companies to reject plaintiff's credit application. Plaintiff
11 contends that Credit Union's false statement that loan was one time sixty (60) days
12 and two time thirty (30) late had tortuously interfered with credit expectancy.

13 25. As a direct foreseeable proximate result of defendant's conduct, plaintiff
14 was deprived to have a good credit standing and of all the benefits that a good credit
15 standing offered. In truth and in fact, defendant's false and derogatory reporting to
16 the credit reporting agencies had tortuously interfered with her credit expectancy and
17 had undermined her creditworthiness, credit standing, and credit capacity among
18 relatives, friends, and in the public eye.

19 FOURTH CAUSE OF ACTION

20 Defamation

21 26. The allegations set forth in paragraphs 1 through 25 are realleged and
22 incorporated herein by reference, and plaintiff is informed and believes and on that
23 basis alleges for a fourth cause of action as follows:

24 27. A defamatory statement is one that "impeaches a person's integrity,
25 virtue, human decency, or reputation and thereby lowers that person in the estimation
26 of the community or deters third parties from dealing with that person."

27 28. Credit Union had furnished defamatory statement to credit reporting
28 agencies about plaintiff that her loan was one time sixty (60) days and two time thirty
(30) late. Plaintiff contends that Credit Union injured her by submitting defamatory
statement to credit reporting agencies. This statement was false and it proximately

1 (30) late. Plaintiff contends that Credit Union injured her by submitting defamatory
2 statement to credit reporting agencies. This statement was false and it proximately
3 caused denial of credit cards from Providian, Fleet and Juniper Bank, et al. Credit
4 Union's action also interfered with plaintiff's efforts of obtaining lower interest rate in
5 purchasing a car. Consequently, plaintiff suffered a pecuniary loss resulting from
6 these denials.

7 29. Credit Union's conduct was intentional because no creditor reports a
8 delinquency in order to benefit the debtor; rather, such reports always harm the
9 debtor's credit reputation. Credit Union's actions were the cause of injury to plaintiff's
10 reputation and creditworthiness. Credit Union intended to cause harm to plaintiff's
11 credit rating and credit worthiness and it actually harmed.

12 **FIFTH CAUSE OF ACTION**
13 **WILLFUL PROCUREMENT OF CREDIT REPORT**
14 **ON OCTOBER 21, 2002**
15 ***Under False Pretenses***

16 30. The allegations set forth in paragraphs 1 through 29 are realleged and
17 incorporated herein by reference, and plaintiff is informed and believes and on that
18 basis alleges for a fifth cause of action as follows:

19 31. Plaintiff had a promotional block placed on her consumer reports. As of June
20 22, 1998, Credit Union knew that Plaintiff's account had been closed with Credit Union. At
21 no time on or about October 21, 2002, did plaintiff provide Credit Union written or oral
22 permission to procure any information whatsoever about her.

23 32. On or about October 21, 2002, Credit Union willfully sought and
24 obtained a consumer report on plaintiff for no permissible purpose under the Fair
25 Credit Reporting Act. As a result of Credit Union's willful procurement of Plaintiff's
26 consumer report without permissible purpose from Experian, plaintiff suffered mental
27 anguish. Credit Union's willful and wrongful procurement of plaintiff's consumer
28 report from Experian on or about October 21, 2002, constituted a violation of the Fair
Credit Reporting Act and California Consumer Credit Reporting Act.

33. Plaintiff seeks damages against Cal State 9 Credit Union for actual
damages including damages for emotional suffering and distress, punitive damages,

1 the costs of bringing this action; and the reasonable attorney's fees, if plaintiff retains
2 an attorney during the pendency of this action.

3 **SIXTH CAUSE OF ACTION**
4 **WILLFUL PROCUREMENT OF CREDIT REPORT**
5 **ON OCTOBER 22, 2003**
6 ***Under False Pretenses***

7 34. The allegations set forth in paragraphs 1 through 33 are realleged and
8 incorporated herein by reference, and plaintiff is informed and believes and on that
9 basis alleges for a sixth cause of action as follows.

10 35. Plaintiff had a promotional block placed on her consumer reports. As of June
11 22, 1998, Credit Union knew that Plaintiff's account had been closed with Credit Union. At
12 no time on or about October 22, 2003, did plaintiff provide Credit Union written or oral
13 permission to procure any information whatsoever about her.

14 36. On or about October 22, 2003, Credit Union willfully sought and
15 obtained a consumer report on plaintiff for no permissible purpose under the Fair
16 Credit Reporting Act. As a result of Credit Union's willful procurement of Plaintiff's
17 consumer report without permissible purpose from Experian, plaintiff suffered mental
18 anguish. Credit Union's willful and wrongful procurement of plaintiff's consumer
19 report from Experian on or about October 22, 2003 constituted a violation of the Fair
20 Credit Reporting Act and California Consumer Credit Reporting Act.

21 37. Plaintiff seeks damages against Credit Union for actual damages
22 including damages for emotional suffering and distress, punitive damages, the costs of
23 bringing this action; and the reasonable attorney's fees, if plaintiffs retain an attorney
24 during the pendency of this action.

25 **SEVENTH CAUSE OF ACTION**
26 **WILLFUL PROCUREMENT OF CREDIT REPORT**
27 **DECEMBER 12, 2006**
28 ***Under False Pretenses***

38. The allegations set forth in paragraphs 1 through 37 are realleged and
incorporated herein by reference, and plaintiff is informed and believes and on that
basis alleges for a seventh cause of action as follows.

39. Plaintiff had a promotional block placed on her consumer reports. As of June 22, 1998, Credit Union knew that Plaintiff's account had been closed with Credit Union. At no time on or about December 12, 2006, did plaintiff provide Credit Union written or oral permission to procure any information whatsoever about her.

40. On or about December 12, 2006, Credit Union willfully sought and obtained a consumer report on plaintiff from Equifax for no permissible purpose under the Fair Credit Reporting Act. As a result of Credit Union's willful procurement of plaintiffs' consumer report without permissible purpose from Equifax, Plaintiff suffered mental anguish. Credit Union's willful and wrongful procurement of plaintiff's consumer report from Equifax on or about December 12, 2006 constituted a violation of both the Fair Credit Reporting Act and the California Consumer Credit Reporting Act.

41. Plaintiff seeks damages against Credit Union for actual damages including damages for emotional suffering and distress, punitive damages, the costs of bringing this action; and the reasonable attorney's fees, if plaintiffs retain an attorney during the pendency of this action.

EIGHTH CAUSE OF ACTION
NEGLIGENT PROCUREMENT OF CREDIT REPORT
Under False Pretenses

42. The allegations set forth in paragraphs 1 through 41 are realleged and incorporated herein by reference, and plaintiff is informed and believes and on that basis alleges for a eighth cause of action as follows:

43. Plaintiff had a promotional block placed on her consumer reports. As of June 22, 1998, Credit Union knew that Plaintiff's account had been closed with Credit Union. At no time on or about October, 21, 2002, October 22, 2003, and December 12, 2006, did plaintiff provide Credit Union written or oral permission to procure any information whatsoever about her.

44. Credit Union's negligently obtaining plaintiff's credit reports from Experian and Equifax on October, 21, 2002, October 22, 2003, and December 12, 2006 constituted a violation of the Fair Credit Reporting Act and the California Consumer

1 Credit Reporting Act. Each time for obtaining plaintiff's consumer report, Credit
2 Union misrepresented the purpose of its inquiry to Experian and Equifax that
3 plaintiff's consumer report was required to review her existing account.

4 45. As a result of Credit Union's negligent misrepresentations, plaintiff
5 suffered mental anguish and she was forced to incur costs in the course of bringing
6 this action. Plaintiff seeks damages against Credit Union for actual damages for
7 emotional suffering and distress, punitive damages, the costs of bringing this action
8 and the reasonable attorney's fees, if plaintiff retains an attorney during the pendency
9 of this action.

10 **NINTH CAUSE OF ACTION**
11 **Unfair Business Practices Act**
Disgorgement of Profits

12 46. The allegations set forth in paragraphs 1 through 45 are realleged and
13 incorporated herein by reference, and plaintiff is informed and believes and on that
14 basis alleges for a second cause of action as follows.

15 47. Credit Union, a member of NCUA, federally chartered Credit Union is
16 engaged in the banking business in California. The banking system is dependent upon
17 fair and accurate credit reporting. Inaccurate credit reports directly impair the
18 efficiency of the banking system, and unfair credit reporting methods undermine the
19 public confidence that is essential to the continued functioning of the financial
20 institution.

21 48. On June 18, 1998, Credit Union knowingly provided derogatory
22 information to the credit reporting agencies about plaintiff's creditworthiness that her
23 loan was one time sixty (60) days and two time thirty(30) days late. This information
24 was inaccurate. The Fair Credit Reporting Act, 15 U.S.C. § 1681s-2(B) imposes
25 responsibilities of furnishers of information to consumer reporting agencies that, "A
26 person shall not furnish information relating to a consumer to any consumer reporting
27 agency if (i) the person has been notified by the consumer, at the address specified by
28 the person for such notices, (ii) that specific information is inaccurate; and the
information is, in fact, inaccurate. Furthermore, Credit Union acted unfairly and

1 unreasonably when it repeatedly verified to the credit reporting agencies that that the
2 reported information as valid and accurate. Credit Union intended to cause harm to
3 plaintiff's credit rating and credit worthiness and
4 it actually harmed.

5 49. The California Consumer Credit Reporting Act also prohibits a person
6 from "furnish[ing] information on a specific transaction or experience to any consumer
7 credit reporting agency if the person knows or should know the information is
8 incomplete or inaccurate." (Section 1785.25, subd.(a).) Credit Union knowingly
9 provided derogatory information to the credit reporting agencies that plaintiff's loan
10 was one time sixty (60) days and two time thirty (30) late; and thereafter, it
11 intentionally and willfully repeatedly verified to the credit reporting agencies that that
12 the reported information as valid and accurate and in doing so Credit Union had acted
13 with reckless disregard of its truth.

14 50. Credit Union's actions towards plaintiff were intentionally deceptive and
15 malicious because it had failed to notify plaintiff pursuant to California Civil Code
16 Section 1785.26 (b)(c) that requires creditor to notify consumers that negative
17 information would be or had been reported to credit reporting agencies. Violations of
18 these statutes support a civil action for damages and other relief. (§1785.31 et seq.)

19 51. As described in paragraphs 30, 31, 34, 35, 38, and 39, Credit Union
20 willfully sought and obtained plaintiff's consumer report for no permissible purpose
21 under the Fair Credit Reporting Act. As a result of Credit Union's willful procurement
22 of Plaintiff's consumer report without permissible purpose from Experian and Equifax,
23 Plaintiff suffered mental anguish.

24 52. As a direct and proximate result of defendant's outrageous conduct,
25 plaintiff suffered mental anguish, humiliation, and emotional distress. Credit Union's
26 deceptive behavior had caused irreparable harm to plaintiff's creditworthiness and
27 credit rating and its actions constitute a wanton and gross disregard for the law and
28 evidently it is a willful non-compliance with sections 15 U.S.C. § 1681n(a)(2), et al.

53. Plaintiff is informed and believes, and based on that information and
beliefs asserts that Credit Union had failed to exercise its grave responsibilities with

1 fairness, impartiality, and a respect for the consumer's rights. In truth and in fact,
2 defendant's false and derogatory reporting to the credit reporting agencies without
3 informing the plaintiff is an unlawful, unfair, fraudulent practice that constitutes
4 unfair business practice under Business and Professions Code Section 17200. Credit
5 Union's deceptive acts and fraudulent practice as described above were unlawful and
6 unfair.

7 **TENTH CAUSE OF ACTION**
8 **Intentional Infliction of Emotional Distress**

9 54. The allegations set forth in paragraphs 1 through 53 are realleged and
10 incorporated herein by reference, and plaintiff is informed and believes and on that
11 basis alleges for a tenth cause of action as follows.

12 55. Credit Union had furnished defamatory statement to various credit
13 reporting agency about plaintiff that her loan was one time sixty (60) days and two
14 time thirty (30) late. Defamatory information contained in plaintiff's consumer files
15 not only caused her inconvenience and emotional distress but it also forced her to
16 settle for credit on less favorable terms.

17 56. Credit Union intentionally inflicted emotional distress because it knew
18 that emotional distress was likely to result from its conduct when it reported that
19 plaintiff's loan was one time sixty (60) days and two time thirty (30) late. The creditor
20 does not report a delinquency in order to benefit the debtor; rather, such reports will
21 always harm the debtor's credit reputation. Credit Union intended to cause harm to
22 plaintiff's credit rating and credit worthiness and it actually harmed.

23 57. Credit Union's conduct was extreme and outrageous because it was on
24 notice since June 18, 1998 that plaintiff's account had been closed with it after being
25 paid in full. However, Credit Union repeatedly misrepresented to Equifax and
26 Experian that the plaintiff's consumer report was required to review her existing
27 account. As a result of Credit Union's willful procurement of plaintiff's consumer
28 report without permissible purpose from Experian and Equifax, plaintiff suffered
mental anguish and frustration.

1 58. Credit Union's conduct was further extreme and outrageous, was beyond
2 all possible bounds of decency, and was utterly intolerable in a civilized community.
3 "Extreme and outrageous" conduct is more than just workaday insults, hurt feelings
4 from bad manners, annoyances, or petty oppressions. As described above, Credit
5 Union's conduct was outrageous and reckless when it continued to obtain plaintiff's
6 credit reports impermissibly from credit reporting agencies. Despite plaintiff's
7 repeated requests to have the defamatory information to be removed from the credit
8 files, Credit Union kept updating the status of the dispute with the credit reporting
9 agency as valid and accurate. Defamatory information on her credit report not only
10 caused her inconvenience and emotional distress but it also forced her to settle for
11 credit on less favorable terms.

12 59. Thus, plaintiff suffered Actual Damages arising from monetary losses
13 relating to credit denials, loss of use of funds, loss of credit and loan opportunities.
14 Credit Union's actions were the cause of plaintiff's distress. Plaintiff is a reasonable
15 person and the emotional distress sustained by her was severe and of a nature that no
16 reasonable person could be expected to endure. Matter of fact, plaintiff did all any
17 reasonable person could do to persuade the defendant that it had made a mistake in
18 reporting that plaintiff's loan was late. Finally, Credit Union admitted the error in
19 June of 2003 and again it failed to inform Experian to delete the defamatory
20 information from her reports.

21 60. As a direct proximate result of Credit Union's surreptitious conduct,
22 plaintiff had suffered deep humiliation, embarrassment, anguish, indignity, and anger
23 along with serious financial and pecuniary harm arising from monetary losses relating
24 to credit denials, loss of use of funds, loss of credit and loan opportunities, excessive
25 and/or elevated interest rate and finance charges, out-of-pocket expenses including,
26 but not limited to, local or long distance telephone calls, postage, faxing and other
27 related costs.

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ELEVENTH CAUSE OF ACTION

**Willful Distribution of Credit Report on December 12, 2006
(Against Defendant Equifax)**

61. The allegations set forth in paragraphs 1 through 60 are realleged and incorporated herein by reference, and plaintiff is informed and believes and on that basis alleges for a tenth cause of action as follows.

62. Equifax is a consumer credit reporting agency within the meaning of the Fair Credit Reporting Act, 15 U.S.C. §1681a(f).

63. Under the Fair Credit Reporting Act, 15 U.S.C. §1681b, Equifax owed a duty to plaintiff not to release credit-related information to outside parties unless such release is authorized by law or by prior written authorization from plaintiff.

64. Under the Fair Credit Reporting Act, 15 U.S.C. §1681e, Equifax owed a duty to plaintiff to maintain reasonable procedures to insure that information was released only to entities and for the purposes permitted under 15 U.S.C. § 1681b.

65.. Under the Fair Credit Reporting Act, Equifax may not accept representations that user's request for access to a consumer's credit file is for a permissible purpose when Equifax is aware of or in possession of information that shows the request is not for a permissible purpose.

66. Equifax breached its duty to plaintiff not to release credit-related information about plaintiff except as authorized under 15 U.S.C. § 1681b when Equifax provided the consumer report about plaintiff to Credit Union on or about December 12, 2006.

67. Defendant Equifax breached its duty to plaintiff to maintain reasonable procedures to insure that information is released only for lawful purposes by failing to implement such safeguards before Credit Union had obtained the consumer report.

68. Plaintiff was injured by defendant Equifax's breach of its duty in that he she suffered emotional distress as a result of the improper dissemination of her consumer report.

69. Plaintiff's injuries were proximately caused by Equifax's breach of its duty to plaintiff in that Credit Union's retrieval of information about plaintiff was made

possible only by the wrongful release of confidential information by Equifax to Credit Union.

70. Equifax's negligent distribution of this information was a willful violation of the Fair Credit Reporting Act, for which plaintiff seeks compensatory damages, and the costs of this action along with reasonable attorney's fees pursuant to 15 U.S.C. § 1681n.

TWELFTH CAUSE OF ACTION
Willful Sale of Plaintiff's Credit Report
For Promotional Purposes
(Against Defendant Equifax)

71. The allegations set forth in paragraphs 1 through 70 are realleged and incorporated herein by reference, and plaintiff is informed and believes and on that basis alleges for a tenth cause of action as follows.

72. The privacy statement provided at defendant's Web site does not advise consumers that it will sell the confidential information to third parties after one opted out of the sale of his/her personal financial information to third parties of outside of its family of financial service providers. Accordingly, in the course and conduct of its business, defendant has willfully and/or negligently violated the provisions of the FCRA in the following respects:

- By willfully and/or negligently failing to provide consumer reports for a permissible purpose as required by § 1681b of the FCRA.
- By willfully and/or negligently failing to maintain reasonable procedures to ensure proper disclosure of information to third parties as required by §1681e.
- By willfully and/or negligently failing to maintain reasonable procedures to ensure compliance with consumer disclosure obligation as required by § 1681g.

73. On April 14, 2003 Plaintiff placed a promotional block on her credit report which prohibited Equifax from selling her consumer report to any creditors for promotional purposes. On July 10, 2003, plaintiff signed a Notice of Election to Opt Out request for permanent exclusion of her consumer file from all preapproved credit

1 offer mailing lists by credit grantors. Nevertheless, Equifax sold plaintiff's credit
2 report for known and unknown purposes to Washington Mutual. Equifax's failure to
3 comply with the FCRA when it furnished the plaintiff's consumer report to the said
4 credit grantor and its failure to otherwise comply with the FCRA was willful/negligent
5 as contemplated under 15 U.S.C. §1681n of the FCRA.

6 74. As a result of defendant's actions or omissions contrary to 15 U.S.C. §§
7 1681b; 1681e and 1681g, plaintiff is entitled to: injunctive relief requiring defendant to
8 adopt and implement reasonable procedures in compliance with the mandate of 15
9 U.S.C. §§ 1681b; 1681e and 1681g, in as much as the defendant's procedures pose an
10 imminent threat of reoccurrence of injury to plaintiff (ii) actual damages sustained by
11 plaintiff pursuant to 15 U.S.C. § 1681n(1); (iii) punitive damages pursuant to 15
12 U.S.C. § 1681n(2); and (iv) reasonable attorneys' fees and costs of suit pursuant to 15
13 U.S.C. § 1681n(3).

14 DAMAGES AND PENALTIES

15 WHEREFORE, plaintiff asks the Court to:

16 Plaintiff respectfully requests a Judgment of this Court for each violation
17 charged in the Complaint in her favor awarding her economic, compensatory,
18 exemplary and punitive damages and all the relief as provided by law, attorney's fees
19 if Plaintiff retains an attorney during the pendency of this action, equitable relief, the
20 costs and disbursements of this action;

21 1. Defendants have willfully, repeatedly and knowingly violated plaintiff's
22 rights afforded to her under the Fair Credit Reporting Act and California Consumer
23 Credit Reporting Agencies Act;

24 2. Defendants have willfully violated California's Business and Profession
25 Code § 17200 et. seq. as described in this Complaint;

26 3. Plaintiff seeks permanent injunctive relief restraining Equifax from
27 selling plaintiff's consumer report or any other information regarding plaintiff,
28 consumer credit or otherwise, to any person absent the existence of a permissible
purpose as listed in the FCRA;

1 4. Plaintiff seeks disgorgement of any contribution to profits resulting from
2 defendants' failure to comply with California Business & Professions Code Sections
3 17200 *et seq*;

4 5. Defendants' conduct constitutes a wanton and gross disregard for the
5 law. Plaintiff requests punitive damages in the amount to be proven at trial;

6 6. Based on the foregoing, plaintiffs seek actual damages and punitive damages in
7 the amount of \$150,000;

8 7. Plaintiff hereby seeks a trial by jury of any and all claims properly
9 cognizable thereby;

10 8. Award Plaintiff any and all other relief the Court deems just and
11 appropriate in light of the evidence adduced at trial.

12 Respectfully Submitted;

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14 Dated: June 18, 2008

15 By: Kamlesh Banga
16 KAMLESH BANGA
17 Plaintiff in Pro Per
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VERIFICATION

I, Kamlesh Banga, declare under penalty of perjury under the laws of the State of California that I am a plaintiff in the above-entitled action. I have read the Complaint and I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 18, 2008 in the County of Solano.

By: Kamlesh Banga
KAMLESH BANGA